

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

| | |
|--|---------------------------------|
| 1. Name and address of registrant HOGAN & HARTSON, L.L.P. 555 13th STREET, N.W. WASHINGTON, D.C. 20004-1109 | 2. Registration No. 2244 |
|--|---------------------------------|

| | |
|---|---|
| 3. Name of foreign principal Joint Stock Commercial Bank - UNIBEST | 4. Principal address of foreign principal 35/2, MYASNITSKAYA MOSCOW 101000 RUSSIA |
|---|---|

5. Indicate whether your foreign principal is one of the following:

- ☐ Foreign government
- ☐ Foreign political party
- ☒ Foreign or domestic organization: If either, check one of the following:
- ☐ Partnership ☐ Committee
- ☐ Corporation ☐ Voluntary group
- ☐ Association ☒ Other (specify) Joint stock company
- ☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state: N/A

- a) Branch or agency represented by the registrant.
- b) Name and title of official with whom registrant deals.

7. If the foreign principal is a foreign political party, state: N/A

- a) Principal address.
- b) Name and title of official with whom registrant deals.
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☒

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

None

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The foreign principal is a privately owned joint stock company. The following is a list of the company's main shareholders with their location and activity:

Alliance Guarantee, Russia, Insurance Company
Belginvest, Russia/Belgium, Holding Company
NAFTA Moscow, Russia, Oil Trading
Melkombinat V Sokolnikakh, Russia, Mills
Unibest S.A., Belgium, Holding Company

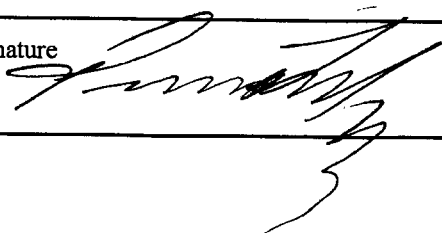
| | | |
|-------------------------------|---|---|
| Date of Exhibit A 10/27/97 | Name and Title Dennis Lehr, Of Counsel | Signature  |
|-------------------------------|---|---|

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, an amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
|--|---------------------------------|
| 1. Name of Registrant HOGAN & HARTSON, L.L.P. 555 13th STREET, N.W. WASHINGTON, D.C. 20004-1109 | 2. Registration No. 2244 |
| 3. Name of Foreign Principal Joint Stock Commercial Bank - UNIBEST | |

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See Item 8 below.

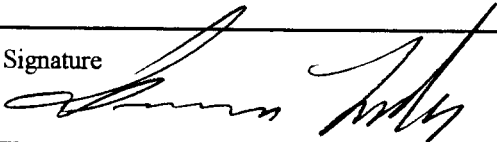
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

From time to time, the Registrant will provide advice and assistance in a number of areas, including compliance with USDA's requirements for their commodity credit program and applicable U.S. securities and banking laws.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

In connection with the legal work performed on behalf of this foreign principal, the Registrant may from time to time meet with U.S. Government officials, the media and the public regarding legislative and administrative or policy actions that affect the current and future interests of the foreign principal.

| | | |
|-------------------|-------------------------|--|
| Date of Exhibit B | Name and Title | Signature |
| 10/27/97 | Dennis Lehr, Of Counsel |  |

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

Translated from Russian

CONTRACT No. 7

April 14, 1997

AKB Unibest (hereinafter referred to as the Client), by Mr. M.I. Nikolayev, Chairman of the Board, acting on the basis of the Charter, and Hogan & Hartson L.L.P. (hereinafter referred to as the Firm), by Messers. S.B. Chetverikov and D. Lehr, acting on the basis of the Partnership Agreement, have entered into this Contract and hereby agreed as follows:

1. Scope of Contract

The Firm shall provide services required in order for the Client to obtain the status of an accredited bank within the GSM.102 Program, as well as consulting services upon appropriate requests from the Client.

2. Obligations by the Parties

The Client shall:

2.1 Within 7 days of the execution hereof provide to the Firm all the documentation necessary for the accreditation.

2.2 Make payments to the Firm for provided services at rates established hereunder pursuant to invoices provided by the Firm within 30 days of receipt of such invoices.

The Firm shall:

2.3 Within a reasonable time upon receipt of the documents referenced in paragraph 2.1 hereof, provide to the Client original legalized (apostilled) documents confirming AKB Unibest's status as a GSM.102 accredited bank.

2.4 In the event of a failure to implement the provisions under paragraph 2.3 hereof, the Firm shall, upon an appropriate request from the Client, return the documentation provided to it by the Client pursuant to paragraph 2.1 hereof.

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INTEGRATION UNIT

3. Provision of Services and Payments

3.1 The services hereunder shall be provided by the following Firm's representatives at the following rates:

Mr. S.B. Chetverikov --- \$300/hour

Mr. D. D. Lehr --- \$350/hour.

The estimated time necessary to provide the services hereunder shall be 14 (fourteen) hours.

3.2 In the event that other Firm personnel are involved in the provision of services hereunder, payment for such services shall be at the rates not exceeding the rates referenced in paragraph 3.1 above.

3.3 Payments for the services shall be made by the Client within 30 days of the receipt of the documents referenced in paragraph 2.3 above and submission by the Firm of an invoice identifying the number of hours subject to being paid for.

3.4 Based on the precedent of the provision of similar services and the terms hereof, the total cost of the Contract shall not exceed \$6,000 (six thousand dollars), subject to possible adjustment by an additional agreement by the parties.

4. Dispute Resolution

4.1 Any disputes hereunder shall be subject to resolution by means of negotiations, and in the event of a failure to thus resolve such disputes they shall be subject to consideration by the Arbitration Court under the Russian Federation Chamber of Commerce under the laws of the Russian Federation.

5. Miscellaneous

5.1 Since the Firm may currently or in the future represent one or more other clients involved in transactions or having other contacts with the Client and/or its affiliates, it is the Firm's understanding that the Client hereby consents to the Firm's current and future representation of any such other clients, as long as there is no direct conflict of interest. The Firm also hereby confirms that the Client is its sole client for specific matters on which the Firm is engaged hereunder, and that the Firm does not represent its affiliates unless the Client advises the Firm that an affiliate is directly involved in the representation hereunder.

5.2 Any amendments and additions hereto shall be valid only if made in writing and signed by authorized officials.

5.3 This Contract is made and executed in two copies in the Russian and the English languages, both versions equally legally valid.

6. Legal Addresses and Banking Information

The Firm:

Hogan & Hartson L.L.P.
555 Thirteenth Street, N.W.
Washington, DC, 20004, USA

ABA #054001204
Hogan & Hartson Operational Account
20-865-39-194
NationsBank
1801 K Street NW
Washington, DC 20006, USA

The Client

AKB Unibest
Russia, 125167 Moscow
5 Novo-Zykovsky Lane

Acct.# 305161900
INN 7714041728
OKPO 09308277

КОНТРАКТ № 7

от 14-апреля 1997 г.

АКБ "Юнибест" в лице Председателя Правления Николаева М. И., действующего на основании Устава с одной стороны, именуемый в дальнейшем КЛИЕНТ и фирма HOGAN & HARTSON L.L.P. в лице г-на С. Б. Четверикова и г-на Д. Лера действующих на основании Соглашения о партнерстве, именуемые в дальнейшем КОМПАНИЯ, с другой стороны, заключили настоящий Контракт о нижеследующем :

1. Предмет Контракта.

В рамках настоящего Контракта Компания обязуется оказать услуги, необходимые для получения Клиентом статуса уполномоченного банка по программе GSM.102, а также консультационные услуги по соответствующим запросам Клиента.

2. Обязанности сторон.

Обязанности Клиента :

2.1. В течение 7 дней после подписания настоящего Контракта представить Компании необходимые для проведения аккредитации документы.

2.2. Оплатить услуги Компании в соответствии с утвержденными настоящим Контрактом ставками и выставленными Компанией счетами в течение 30 дней с момента получения указанных счетов.

Обязанности Компании :

2.3. В разумно короткий срок с момента получения документов, указанных в п. 2.1. представить Клиенту подлинные и легализованные (апостелированные) документы, подтверждающие получение АКБ "Юнибест" статуса уполномоченного банка по программе GSM.102 .

2.4. В случае неисполнения п. 2.3. настоящего Контракта, документы, переданные Клиентом Компании в соответствии с п. 2.1. должны быть по соответствующему запросу Клиента возвращены Компанией.

3. Порядок оказания услуг и осуществления расчетов.

3.1. Деятельность по оказанию услуг в рамках настоящего Контракта будет осуществляться указанными ниже членами Компании по следующим ставкам :

С. Б. Четвериков - \$ 300 (1 час).

Д. Д. Лер - \$ 350 (1 час).

Планируемое на оказание услуг по настоящему Контракту количество времени составляет 14 (четырнадцать) часов.

3.2. В случае привлечения к участию в оказании услуг по Контракту других работников Компании размер оплаты услуг не будет превышать ставки, указанные в п. 3.1.

3.3. Оплата услуг по настоящему Контракту будет произведена Клиентом в течение 30 дней с момента получения документов, указанных в п. 2.3. и выставленного Компанией счета, указанный счет должен содержать количество подлежащих оплате часов.

3.4. Учитывая сложившуюся при оказании подобных услуг практику и условия настоящего Контракта, стоимость Контракта не превысит 6000 (Шесть тысяч) долларов США, но может быть изменена по дополнительному согласованию сторон.

4. Порядок рассмотрения споров.

4.1. В случае возникновения разногласий по поводу настоящего Контракта они подлежат урегулированию путем переговоров, в случае недостижения согласия - рассмотрению в Международном коммерческом арбитражном суде при Торгово - промышленной палате Российской Федерации в соответствии с законодательством РФ.

5. Прочие условия.

5.1. Поскольку среди настоящих или будущих клиентов Компании могут оказаться лица, имеющие деловые или иные связи с Клиентом и/или его филиалами и ассоциированными с ним организациями, Компания исходит из того, что при отсутствии прямого конфликта интересов, Клиент не возражает против представительства Компанией таких клиентов в настоящее время и в будущем. Компания также исходит из того, что она представляет только Клиента, а не его филиалы или ассоциированные организации, если только Клиент официально не уведомит Компанию о том, что соответствующий филиал или ассоциированная организация непосредственно связаны с предусмотренным данным контрактом представительством.

5.2. Все изменения и дополнения к настоящему Контракту действительны в том случае, если они совершены в письменной форме и подписаны уполномоченными на то лицами.

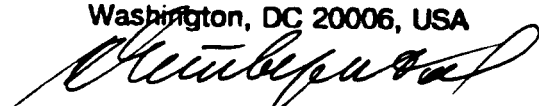
5.3. Настоящий Контракт составлен в двух экземплярах - на русском и английском языках, имеющих равную юридическую силу.

6. Юридические адреса и реквизиты сторон.

КОМПАНИЯ

Hogan & Hartson L.L.P.
555 Tharteenth Street, N. W.
Washington, DC 20004, USA

ABA # 054001204
Hogan & Hartson Operating Account
20-865-39-194
NationsBank
1801 K Street NW
Washington, DC 20006, USA



КЛИЕНТ

АКБ "Юнибест"
125167, Москва,
Ново - Зыковский проезд, 5
к/с 305161900
ИНН 7714041728
код ОКПО 09308277

